

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF OKLAHOMA

J. Andrew McKamie, DDS, d/b/a
Center for Exceptional Dentistry,
Plaintiff,
V.

Case No. CIV-13-173-C

Patterson Dental Supply, Inc.,
Defendant.

**PLAINTIFF'S AMENDED RESPONSE TO
DEFENDANT'S REQUEST FOR ADMISSIONS**

COMES NOW Plaintiff, and for his amendment to his responses to Defendant's Request For Admissions alleges and states as follows:

REQUEST NO. 2. Admit that all documents produced by you in this action are admissible in evidence.

AMENDED ANSWER: Plaintiff admits that all documents provided in his Rule 26 disclosure may be used during any proceedings in this matter. Plaintiff reserves his objection to any document not yet discovered or produced.

REQUEST NO. 3. Admit that the term of the financing agreement between you and Defendant was 63 months.

AMENDED ANSWER: Plaintiff admits that contemporaneously with the delivery of the Cerrco machine he signed an "Installment Sales Contract - Security Agreement" which provided a repayment schedule of 63 months. Prior to any payments being due or paid by Plaintiff, the Defendant furnished Plaintiff an Express Loan and Security Agreement providing for 120 monthly payments. This agreement was furnished by the Defendant and Plaintiff claims this is the

contract between the parties subject to the 100% satisfaction guarantee.

REQUEST NO. 5. Admit that, as of December 15, 2012, there would have only been two payments remaining under the original financing agreement with Defendant.

AMENDED ANSWER: Denied. The document speaks for itself, and Plaintiff has explained his denial in his answers to Defendant's interrogatories.

REQUEST NO. 8. Admit that you used the Equipment in question for nearly five years before claiming to be dissatisfied.

AMENDED ANSWER: Denied. Plaintiff ceased using the equipment in his practice after approximately 14 months.

REQUEST NO. 9. Admit that you were satisfied with the Equipment in 2007.

AMENDED ANSWER: Denied. The Plaintiff used the equipment in 2007, but was dissatisfied with the quality and durability of the product.

REQUEST NO. 10. Admit that you were satisfied with the Equipment in 2008.

AMENDED ANSWER: Denied. The Plaintiff used the equipment in 2007, but was dissatisfied with the quality and durability of the product.

REQUEST NO. 11. Admit that you were satisfied with the Equipment in 2009.

AMENDED ANSWER: Denied, the Plaintiff did not use the equipment after January 5, 2009 in his practice.

REQUEST NO. 12. Admit that you were satisfied with the Equipment in 2010.

AMENDED ANSWER: Denied, the Plaintiff did not use the equipment in 2010 in his practice.

REQUEST NO. 13. Admit that you were satisfied with the Equipment in 2011.

AMENDED ANSWER: Denied, the Plaintiff did not use the equipment in 2011 in his

practice.

REQUEST NO. 14. Admit that you did not seek to return the Equipment at any time prior to October of 2012.

AMENDED ANSWER: Denied. Plaintiff spoke with Matt Stephenson approximately two years after the purchase concerning the cancellation of the contract and the return of the equipment. Mr. Stephenson was no longer with the company at that time, but advised Dr. McKamie that the "100% Satisfaction" was still valid. A short time thereafter Plaintiff talked to a representative of Patterson Dental Supply in the Oklahoma City office, Bryan Sholtess, concerning the return of the equipment, and was told the "100% Satisfaction" would no longer be honored. Plaintiff does not know the name of this party.

MICHAEL L. LOYD & ASSOC.



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3810 N. Peniel
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(405) 787-9950
Attorney for Plaintiff

VERIFICATION

STATE OF OKLAHOMA)
) ss.
COUNTY OF OKLAHOMA)

Andrew McKamie, being first duly sworn upon oath says: That I have read the foregoing Amended Response to Defendant's Request for Admissions, know the contents thereof, and that to the best of my knowledge and belief, the matters and things therein set forth are true and correct.

Andrew M. McKamie
ANDREW MCKAMIE

Subscribed and sworn to before me this 16th day of July, 2013.

Chasius W. Whiting
NOTARY PUBLIC

My Commission Expires: May 10, 2016

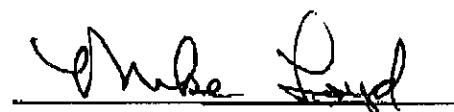
CERTIFICATE OF SERVICE

I, Mike Loyd, hereby certify that on the 16 day of July, 2013, I served the attached document by US Mail, proper postage prepaid and by facsimile to the following:

James Vogt
REYNOLDS, RIDINGS, VOGT & McCART, PLLC
2200 First Nation Center
120 N. Robinson
Oklahoma City, OK 73102

Robert A. Gust
BERNICK LIFSON, P.A.
5500 Wayzata Blvd. Ste 1200
Minneapolis, MN 55416

this the 16 day of July, 2013.



MIKE LOYD